framers of the Constitution was simply to relieve from hardship, those innocent and honest contract debtors who, because of misfortune, were not able to pay, and it was not their purpose to aid those tort feasors who were guilty of evil doing. *Moore v. Green,* 73 N. C. 394. It has been held, however, that, where the plaintiff has waived the tort in order to sue in assumpsit, the judgment thus obtained is a debt within the constitutional provision. *Goodman v. Griffs,* 88 N. Y. 629, 639.

ELECTIONS—PRESERVATION OF BALLOTS—INSPECTION.—BRYAN v. YUNGBLUT, 125 S. W. 251 (Ky.).—*Held,* that an inspection of ballots, though demanded by the court for the use of a grand jury investigating offenses against the election laws, is impliedly forbidden by Ky. St.. Sec. 1482 (Russell's St., Sec. 4041), providing for the preservation of ballots, and prohibiting their inspection except in election contests. Carroll, J., *dissenting.*

When the statute requires election officers to seal up the ballots so that they cannot be seen or used, and prohibits the opening of them except in the case of contested elections, they cannot be opened in any other case and the courts have no power in the face of such a statute to compel their production for use as evidence. *Keenan v. People,* 58 Ill. App. 241. Hence, they cannot compel their production before a grand jury for their examination even while investigating election frauds. *Ex parte Brown,* 97 Cal. 83. The object sought by this exclusion is the preservation of the secrecy of the ballot and, although election frauds may be thus allowed to remain undetected, yet the benefits arising from the secret ballot are deemed to outweigh the mischiefs ensuing from fraudulent voting. *Ex parte Arnold,* 128 Mo. 256. It has been held, however, that such statutes are not binding upon a federal court when administering a valid criminal law relating to election frauds and that such court can compel the production of ballots before a grand jury, any law of the State to the contrary notwithstanding. *In re Massey,* 45 Fed. 629. If the officer having the custody of the ballots refuses to produce them at an election contest he may be compelled to do so. *Gibson v. Trinity Church,* 80 Cal. 359. And under some statutes ballots are not excluded as evidence in a criminal proceeding for election offenses. *Com. v. Ryan,* 157 Mass. 403.

EMINENT DOMAIN—COMPENSATION—INJURY TO PROPERTY—ELEMENTS OF DAMAGE—IMPROVEMENT OF STREET—REMOVAL OF SHADE TREES.—MCEACHIN v. MAYOR OF CITY OF TUSCALOOSA, 51 So. 153 (ALA.).—*Held,* a constitutional requirement that a municipality taking property for public use make just compensation for property so taken or injured, gave one whose property is so injured, a right of action for resulting damages, irrespective of whether the fee of the property is in the plaintiff or the taker, so that if the removal of shade trees in the improvement of the street affects the value or enjoyment of abutting property, the owner of such property would have a right of action against the city for damages, though he was not the owner of the trees. Dowdell, C. J., and Sayre, J., *dissenting.*

The weight of authority seems to be opposed to the doctrine laid down in the principal case, most states holding that the ownership of the fee in the streets is a good defence to an action brought against the municipality by an abutting property owner for the destruction of trees in the street in front of his premises. *Gaylord v. King,* 142 Mass. 495; *Castleberry v. Atlanta,* 74 Ga. 164; *Tate v. Greenboro,* 114 N. C. 392. And in *Baker v. Normal,* 81 Ill. 108, it was held that where the fee in the highway is in the municipality the abutting owner obtains no title to the trees even though he planted and cares for them. On the other hand some jurisdictions hold that although a property owner has no claim or control over trees growing in the highway as against the municipality, yet as against third persons injuring or destroying them he may recover. *Rockford G., L. & C. Co. v. Ernst,* 68 Ill. App. 300; *Lovejoy v. Campbell,* 16 S. D. 231. It is well settled that where the abutting owner has the fee in the highway the timber and grass growing thereon are his exclusive property, and he may maintain an action for damage to them. *Barclay v. Howell's Lessee,* 6 Pet. 498; *Woodruff v. Neal,* 28 Conn. 165; *Bolling v. Mayor of Petersburg,* 3 Rand. 563; *Phifer v. Cox,* 21 Ohio St. 248. But as a general rule it is held that a town may cut down trees that obstruct travel, or are dangerous to health, without being liable. *Winter v. Peterson,* 24 N. J. L. 524; *Bills v. Belknap,* 36 Iowa 583; *Wellman v. Dudley,* 78 Me. 29.

GUARANTY—CONTRACT—CONSIDERATION.—J. I. CASE THRESHING MACH. CO. V. PATTERSON, ET AL., 125 S. W. 287 (Ky.).—*Held,* that where an agent of a seller of machinery on being notified by the seller that the intended buyer was insolvent agreed, in order to make the sale, to guarantee the purchase-money notes of the buyer on condition that the buyer should not know of the guaranty, and the condition was performed, the guaranty of the agent, though signed after delivery to the buyer and the delivery of his notes to the seller, was supported by a valid consideration. Nunn, C. J., *dissenting.*

It is essential to a valid contract of guaranty that there be a sufficient legal consideration. *Cowles v. Peck,* 55 Conn. 251. Such consideration may consist of any act in the nature of a benefit to the guarantor or to any person at his request, *Williams v. Marshall,* 42 Barb. (N. Y.) 524; or may consist merely of a detriment to the guarantee. *Ferst v. Blackwell,* 39 Fla. 621. It is well established that if the contract of guaranty is made at the same time as the principal contract the one consideration is sufficient to support both the principal and collateral contracts. *Jones v. Kuhn,* 34 Kan. 414; *Parker v. Wetherell,* 44 Ill. App. 95. Moreover, the fact that the contract of guaranty was executed a short time subsequent to the carrying out of the principal contract, does not invalidate the collateral transaction if it was executed pursuant to an understanding had before the performance of the principal contract and was a material inducement to the parting of value by the creditor. *Standley v. Miles,* 36 Miss. 434. But where the guarantor derives no benefit from the principal contract and the contract of guaranty is made at so long a time subsequent to the execution of the principal contract that it cannot be